

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aubrey P. Nathan Jr.		05/22/2008	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Ray & Fisher
Composed Of:	COMPOSED OF David Ray and George Chrysler Fisher
Street Address:	13 Court Square
Internal Address:	Farmers & Merchants Bank Building
City:	West Plains
State/Country:	MISSOURI
Postal Code:	65775
Entity Type:	PARTNERSHIP: MISSOURI

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1207374	TINK'S
Registration Number:	1456049	TINK'S TOTAL PROTECTION
Serial Number:	76417360	TINK'S
Serial Number:	76417361	TINK'S
Serial Number:	76417362	TINK'S TOTAL PROTECTION

CORRESPONDENCE DATA

Fax Number: (816)421-0596

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 816-283-4627

Email: sherri.hahn@huschblackwell.com

Correspondent Name: Sherri Hahn

Address Line 1: 1200 Main Street, Suite 2300

Address Line 4: Kansas City, MISSOURI 64105

900112499

TRADEMARK
REEL: 003824 FRAME: 0958

OP \$140.00 1207374

ATTORNEY DOCKET NUMBER:	483302.1
NAME OF SUBMITTER:	Sherri Hahn
Signature:	/Sherri Hahn/
Date:	07/30/2008
<p>Total Attachments: 21</p> <p>source=Security Agreement#page1.tif</p> <p>source=Security Agreement#page2.tif</p> <p>source=Security Agreement#page3.tif</p> <p>source=Security Agreement#page4.tif</p> <p>source=Security Agreement#page5.tif</p> <p>source=Security Agreement#page6.tif</p> <p>source=Security Agreement#page7.tif</p> <p>source=Security Agreement#page8.tif</p> <p>source=Security Agreement#page9.tif</p> <p>source=Security Agreement#page10.tif</p> <p>source=Security Agreement#page11.tif</p> <p>source=Security Agreement#page12.tif</p> <p>source=Security Agreement#page13.tif</p> <p>source=Security Agreement#page14.tif</p> <p>source=Security Agreement#page15.tif</p> <p>source=Security Agreement#page16.tif</p> <p>source=Security Agreement#page17.tif</p> <p>source=Security Agreement#page18.tif</p> <p>source=Security Agreement#page19.tif</p> <p>source=Security Agreement#page20.tif</p> <p>source=Security Agreement#page21.tif</p>	

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of May 22, 2008, among AUBREY P. NATHAN, JR. an individual residing at 275 Witt Road, Centerpoint, TX 78010-3600 ("Debtor"), and RAY & FISHER, a Missouri general partnership (the "Secured Party"), located at 13 Court Square, Farmers & Merchants Bank Bldg., West Plains, Missouri 65775.

WITNESSETH:

WHEREAS, pursuant to the terms of the Settlement Agreement and Release (the "Settlement Agreement") entered into by the Debtor and the Secured Party and the Promissory Note (the "Note") from Debtor to the Secured Party dated contemporaneously with this Security Agreement, Debtor has agreed to pay the Secured Party the sum of \$400,000 (the "Debt"), and to secure his obligations to the Secured Party under the Settlement Agreement and the Note; and

WHEREAS, in order to induce the Secured Party to enter into the Settlement Agreement and to accept the Note, Debtor has agreed to grant a continuing security interest, lien and mortgage on the Collateral (as hereinafter defined) to secure the payment and performance of Debtors' obligations to the Secured Party under the Settlement Agreement and the Note;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. GRANT OF SECURITY INTEREST; DEFINITIONS

(a) Grant of Lien. To secure the prompt and complete payment, performance and observance of all of Debtors Obligations (as hereinafter defined), Debtor hereby grants, assigns, conveys, sets over, mortgages, pledges, hypothecates and transfers to the Secured Party a security interest, lien and mortgage in and upon all of Debtor's right, title and interest in and to the royalty payments, trademarks and other property described on **Schedule A** hereto (all of which being hereinafter collectively referred to as the "Collateral").

(b) Definitions. As used in this Security Agreement and the Schedules hereto, in addition to the terms defined elsewhere in this Security Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

(i) "**License Agreement**" and "**License Agreements**" shall have the meaning assigned in **Schedule A** hereto, unless otherwise defined herein.

(ii) "**Obligations**" shall mean all indebtedness (including, but not limited to, the "Debt"), liabilities, obligations, covenants, and agreements of any kind or nature of Debtor to the Secured Party arising out of or in connection with the Settlement Documents (as hereinafter defined), and all agreements, documents and instruments evidencing any of the foregoing or under which any of the foregoing may have been issued, created, assumed or guaranteed, and all extensions, renewals, replacements and modifications thereof.

(iii) “**Trademarks**” shall have the meaning assigned in **Schedule A** hereto.

(iv) “**Settlement Documents**” shall mean the Settlement Agreement and Release, the Promissory Note, the Partial Assignment Agreement, and this Security Agreement, all entered into by Debtor and the Secured Party contemporaneously with one another and in furtherance of the settlement contemplated by the parties’ Settlement Agreement and Release.

If not otherwise defined herein, the terms in this Security Agreement shall have the meaning assigned to them in the Uniform Commercial Code.

2. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS.

Debtor hereby represents, warrants, covenants and agrees as follows:

(a) All information set forth herein and the Schedules annexed hereto has been completed and executed and the information set forth herein and therein is to the best of Debtor’s knowledge, information and belief, correct and complete in all material respects.

(b) Debtor’s exact legal name is Aubrey P. Nathan, Jr. and his current address of residence is 275 Witt Road, Centerpoint, TX 78010-3600. Debtor shall immediately notify the Secured Party in the event that Debtor’s address or place of residence changes.

(c) Debtor is the sole owner of each item of the Collateral upon which he grants a lien hereunder, and has good, marketable, indefeasible title thereto free and clear of any liens, other than those liens or encumbrances identified in the attached Schedules.

(d) No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral is on file or of record in any public office, except those identified on the attached **Schedule B**.

(e) This Security Agreement is effective to create a valid and continuing lien on and, upon the filing of the appropriate financing statements, a perfected lien in favor of the Secured Party on the Collateral with respect to which a lien may be perfected by filing pursuant to the Uniform Commercial Code. Such lien is prior to all other liens, except encumbrances listed on **Schedule B** that would be prior to liens in favor of the Secured Party as a matter of law, and is enforceable as and against any and all creditors of and purchasers from Debtor.

(f) At the Secured Party’s request, Debtor will upon reasonable request perform all acts and execute and deliver all documents requested by the Secured Party and take such further actions as Secured Party may deem necessary to evidence, perfect, maintain, record and enforce the security interest in the Collateral or to obtain the full benefits of this Security Agreement and of the rights and powers herein granted and or in furtherance of the Settlement Documents, including, without limitation: (i) the execution and delivery of one or more documents in the respective forms of the **Exhibits** hereto, and Debtor hereby authorizes Secured Party to file one or more financing statements (and similar documents) or copies thereof or of this Security Agreement with respect to the Collateral; (ii) using commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to Secured Party of the License Agreements held by Debtor; (iv) filing any financing or continuation statements under

the Uniform Commercial Code with respect to the liens granted hereunder or under any of the Settlement Documents. Debtor hereby authorizes Secured Party to file such financing or continuation statements as are necessary to maintain and preserve the Secured Party's security interest in the Collateral until this Agreement is terminated.

(g) Maintenance of Records. Debtor shall keep and maintain, at his own cost and expense, satisfactory and complete records of the Collateral, including a record of any and all payments received and any and all credits granted with respect to the Collateral and all other dealings with the Collateral.

(h) Should Debtor fail to make any payment or do any act required to preserve, defend, protect or maintain the Collateral or to comply with his Obligations, the Secured Party shall make a reasonable effort to provide the Debtor Notice of his failure as soon practical after learning thereof. If the Debtor has not cured his failure within 15 days of receiving Notice from the Secured Party, the Secured Party may, in its sole discretion, pay any amount or do any act required to preserve, defend, protect, and maintain the Collateral or to enforce Debtor's Obligations, and any such payment made by the Secured Party pursuant to this provision shall be added to the Obligations and shall be payable upon demand; provided, however, that the Secured Party shall not be required to provide 15 days notice to the Debtor if such notice would impair the Secured Party's ability to preserve, defend or protect its Security Interest in the Collateral.

(i) In the event that a "Default", as hereinafter defined, shall occur, Debtor will immediately pay the Secured Party for any actual costs and expenses which the Secured Party pays or incurs pursuant to the provisions of this Security Agreement or in defending, protecting or enforcing the Obligations, the Collateral or the security interest, lien and mortgage granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees, all of which shall be added to the Obligations and shall be payable upon demand.

(j) (1) Secured Party shall at all times have reasonable access to, and right of inspection of, any records pertaining to the Collateral (and the right to make extracts from and to receive from Debtor true copies of such records and any papers and instruments relating to any Collateral upon request)

(k) Debtor will not convey, sell, transfer, assign, mortgage, pledge, hypothecate or grant a security interest in or lien upon, or license, or otherwise encumber, any of the Collateral, without the prior express written consent of the Secured Party in each instance.

(l) Compliance with Terms of License Agreements. Debtor will perform and comply with all obligations, promises, covenants and agreements set forth in the License Agreement, and any amendments, additions, supplements or modifications thereof.

(m) Limitation on Liens on Collateral. Debtor will not create, permit or suffer to exist, and Debtor will defend the Collateral against, and take such other action as is necessary to remove, any lien on the Collateral except those liens and encumbrances identified on **Schedule B** or other Schedules attached to this Security Agreement, and will defend the right, title and interest of the

Secured Party in and to any of Debtor's rights under the Collateral against the claims and demands of whatever nature or kind.

(o) Notices Relating to Encumbrance of the Collateral. Debtor will advise the Secured Party promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, and (ii) of the occurrence of any other event which would have a material adverse effect on the aggregate value of the Collateral or on the license created hereunder or under any of the Settlement Documents.

(q) UCC Filings and IP Filings. Debtor hereby duly authorizes the filing of financing statements containing the indications of the Collateral set forth on the attached Schedules.

(r) Intellectual Property. Attached hereto as **Schedule C** in proper form for filing with the United States Patent and Trademark Office is a schedule setting forth all of Debtor's Trademarks, including the name of the registered owner, the registration number and the expiration date of each Trademark subject to this Security Agreement.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING THE TRADEMARKS.

Debtor hereby represents, warrants, covenants and agrees as follows:

(a) All Trademarks listed on **Schedule C** hereto are duly registered in the United States Patent and Trademark Office in the name of the Debtor and are valid, existing and in full force and effect. Further, Debtor holds, and so long as any Obligation remains outstanding will continue to hold, good and valid title to, and all proprietary rights, goodwill and interest in, the Trademarks, free and clear of all liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except in favor of Secured Party or as otherwise listed on **Schedule B**.

(b) Debtor is not aware of any claim by any person asserting that the Trademarks infringes on any trademark or other rights of such person.

(c) The Debtor has the right, power and authority to grant a security interest in the Trademarks.

(d) Debtor shall continue to use the Trademarks in such a manner in order to maintain the Trademarks in full force free from any claim that the Trademarks have become generic or abandoned for non-use, and Debtor will not, and will not permit any licensee or sublicensee thereof to, do any act or knowingly omit to do any act whereby the Trademark may become invalidated.

(g) Debtor will maintain the registration of each and every Trademark listed on Schedule C, including, without limitation, filing of applications for renewals, affidavits of use, affidavits of non-contestability and will diligently defend any opposition, interference and cancellation proceedings.

(h) In the event that any Trademark or the goodwill associated therewith and represented thereby is infringed upon or misappropriated or diluted by a third party, Debtor shall notify the

Secured Party promptly after Debtor learns thereof and Debtor shall take all reasonable action necessary to defend the Trademark, including, if necessary, delivering a cease and desist letter to the offending party, and the prompt prosecution of said infringement, misappropriation or dilution, and the recovery of all damages for such infringement, misappropriation or dilution.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING THE LICENSE AGREEMENT.

Debtor hereby represents, warrants, covenants and agrees as follows:

(a) Each License Agreement existing as of the date hereof is valid and enforceable has not been modified, amended, altered or changed in any manner, and is in full force and effect, there being no default thereunder by Debtor or, to the best of Debtor's knowledge, by any other party thereto. Debtor will not modify, amend, alter, change, cancel or terminate any License Agreement, without the Secured Party's prior written consent, which shall not be unreasonably withheld, and Debtor will do all things necessary and proper to keep the License Agreement, and all Debtor's rights thereunder, in full force and effect.

(b) Debtor has the right, power and authority to assign its right, title and interest in and to and its benefits under the License Agreement to Secured Party. Debtor has not heretofore assigned (outright or as collateral), mortgaged, granted a security interest in, pledged, encumbered or otherwise hypothecated, his right, title and interest under License Agreement in any manner, except as identified on **Schedule B**.

(c) Debtor will keep and perform the obligations to be kept and performed by it under the License Agreement.

(d) Debtor specifically acknowledges and agrees that the Secured Party does not assume, and shall have no responsibility for, the payment of any sums due or to become due under any License Agreement or the performance of any obligations to be performed under or with respect to the License Agreement by Debtor.

(e) If there shall be a default under any License Agreement on the part of Debtor, for any reason, the Secured Party may, at its option, without assuming any of the Obligations of Debtor under such License Agreement and without waiving or releasing Debtor from any of the terms hereof or any of the Obligations, cure the default, and the cost of curing the same (and all necessary and incidental costs and expenses of Secured Party in connection therewith, including, but not limited to, reasonable attorneys' fees) shall be added to the Obligations and shall be payable upon demand.

(f) Any monies or other proceeds due to the Secured Party, under or in connection with the Settlement Documents, which are received by Debtor shall not be commingled with any other property of Debtor, but shall be segregated, held by Debtor in trust for, and delivered to, the Secured Party for application to the payment of the Obligations.

5. PAT ACQUISITIONS, LLC'S RIGHT OF FIRST REFUSAL.

In the event that the Secured Party exercises its rights and remedies to assign, sell, convey, transfer or otherwise dispose of any Trademark, pursuant to the provisions of paragraph 6 below, the Secured Party hereby grants to PAT Acquisition, LLC, a Delaware limited liability company, the right of first refusal to purchase such Trademark, or any part of it, upon the payment and satisfaction of all outstanding Obligations owed to the Secured Party. In the event that PAT Acquisition, LLC fails to exercise its right to purchase the Collateral, or any part of it, the Secured Party may proceed to exercise

6. DEFAULTS, RIGHTS AND REMEDIES.

(a) Upon the occurrence of any of the following events (herein "Defaults"), all Obligations shall, at Secured Party's option, become due and payable, and Secured Party shall have the rights and remedies specified below: (i) the failure of Debtor to punctually pay any sum payable with respect to or in the observance or performance of any of the terms and conditions of the Obligations; (ii) any warranty, representation or statement of fact made to Secured Party by or on behalf of Debtor shall have been false or misleading in any material respect when made; (iii) the making or filing of any lien, mortgage, encumbrance, levy or execution on, or seizure, attachment of or garnishment of, any Collateral in violation of the provisions of this Security Agreement; (iv) Debtor allows the Trademarks to become generic, abandoned, or invalid, or otherwise fails to protect or maintain the trademarks in full force; (v) Debtor fails to maintain each registration of the Trademarks listed on Schedule C in accordance with the terms and obligations of this Security Agreement; (vi) Debtor breaches or defaults under the License Agreement; (vii) any action, suit or proceeding is commenced by any creditor of Debtor, other than the Secured Party hereunder, seeking to enforce any security interest, lien or mortgage in and to the Collateral; (ix) Debtor violates or fails to perform any obligation, covenant, promise or agreement set forth in the Settlement Documents; (x) Debtor shall be generally not paying his debts as they become due, becomes insolvent (however defined or evidenced) or makes an assignment for the benefit of creditors, or makes or sends notice of an intended bulk transfer, or there shall be convened a meeting of the creditors or principal creditors of Debtor or a committee of creditors is appointed for Debtor; (xi) there shall be filed by or against Debtor a petition for any relief under the bankruptcy laws of the United States now or hereafter in effect (whether at law or equity) or there is entered against Debtor any order for relief under applicable bankruptcy law; (xii) any action, proceeding, procedure or remedy supplementary to or in enforcement of judgment shall be commenced against or with respect to any of the Collateral; (xiii) any petition or application to any court or tribunal, at law or in equity, shall be filed by or against the Debtor for the appointment of any receiver or trustee for Debtor or any part of the Collateral; or (xiv) the Debtor causes, suffers, permits or consents to the appointment of a receiver, trustee, administrator, conservator, sequestrator, liquidator or similar official in any federal, state or foreign judicial or nonjudicial proceeding, to hold, administer and/or liquidate part or all of the Collateral.

(b) Upon the occurrence of any Default, and at any time thereafter, the Secured Party shall have the following rights and remedies (to the extent permitted by applicable law) in addition to all other rights and remedies of Secured Party, whether under law, in equity, the Obligations, or otherwise, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently, without notice to or consent by Debtor, all subject to

existing agreements between the Debtor and the Secured Party: (i) Secured Party may upon giving fifteen (15) days written notice to Debtor, and with or without judicial process, assign, sell, convey, transfer or otherwise dispose of the Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which Secured Party shall, in its sole discretion, deem appropriate or proper; (ii) Secured Party may, upon fifteen (15) days written notice to Debtor, and with or without judicial process, assume and receive, all of Debtor's royalty payments due to Debtor under the License Agreement, but none of Debtor's obligations under the License Agreement, until all outstanding Debt, Obligations, and other amounts due and owing to the Secured Party under the Settlement Documents or this Security Agreement are paid in full; and (iii) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral pursuant to this subparagraph **6(B)**, Secured Party may at any time, execute and deliver on behalf of Debtor, one or more instruments of assignment of any of the Collateral (or any application, registration or recording thereof), in form suitable for filing, recording or registration. Debtor agrees to pay when due all costs incurred in any such transfer of the Collateral, including but not limited to, any taxes, fees, attorneys' fees, paralegal fees, and all such costs shall be added to the Obligations. The Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees, paralegal fees, and all legal, travel and other costs and expenses which may be incurred by Secured Party, and then to the Obligations, in such order as the Secured Party may desire; and Debtor shall remain liable and will pay the Secured Party on demand any deficiency remaining and the balance of any expenses unpaid. Nothing herein contained shall be construed as requiring the Secured Party to take any such action at any time.

(c) In addition to all other rights and remedies granted to it under this Security Agreement and the Settlement Documents and under any other instrument or agreement securing, evidencing or relating to any of the Obligations, if any event of Default shall have occurred and be continuing, the Secured Party may exercise all rights and remedies of a secured party under the Uniform Commercial Code.

Debtor further agrees, at the Secured Party's request, to assemble the Collateral and deliver it to the Secured Party at places which the Secured Party shall select, whether at the Secured Party's premises or elsewhere. Until the Secured Party is able to effect a sale, lease, or other disposition of Collateral, the Secured Party shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Secured Party. The Secured Party may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Secured Party's remedies, with respect to such appointment without prior notice or hearing as to such appointment.

The Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale to the Obligations, and only after paying such net proceeds, and after the payment by the Secured Party of any other amount required by any provision of law, need the Secured Party account for the surplus, if any, to Debtor. To the maximum extent permitted by applicable law, Debtor waives all claims, damages, and demands against the

Secured Party or the Secured Party's agents, employees, representatives and attorneys, arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the gross negligence or willful misconduct of the Secured Party as finally determined by a court of competent jurisdiction. Debtor agrees that ten (15) days prior notice by the Secured Party of the time and place of any public sale or of the time after which a private sale may take place is commercially reasonable notification of such matters. Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Obligations, including any attorneys' fees, paralegal fees, costs and other expenses incurred by the Secured Party collect such deficiency.

(d) Except as otherwise specifically provided herein, Debtor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

(e) The specified remedies to which the Secured Party may resort under the terms of this Security Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Secured Party may be lawfully entitled in case of any breach or threatened breach by the Debtor of any provision hereof or of any of the Obligations. Nothing contained in this Security Agreement and no act or action taken or done by the Secured Party pursuant to the powers and rights granted it hereunder or under any instrument collateral hereto shall be deemed to be a waiver by the Secured Party of any of its rights and remedies against the Debtor in connection with any of the Obligations of the Debtor to the Secured Party. The right of the Secured Party to collect and enforce collection of the Obligations and to enforce any security and Collateral held by it may be exercised by the Secured Party either prior to, simultaneously with, or subsequent to any action taken by the Secured Party hereunder.

7. MISCELLANEOUS.

(a) No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Security Agreement and executed by the party to be charged.

(b) Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Debtor for liquidation or reorganization, should Debtor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Debtor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(c) Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Security Agreement, each such notice, demand, request, consent, approval, declaration or other

communication shall be in writing and delivered via certified mail, and shall be deemed received upon mailing as follows:

If to Debtor: Aubrey "Tink" Nathan, Jr.
275 Witt Road
Centerpoint, TX 78010-3600

or to

Joseph L. Johnson
Lathrop & Gage
1845 South National
P.O. Box 4288
Springfield, MO 65808-4288

If to Secured Party: George Chrysler Fisher
Ray & Fisher
13 Court Square
West Plains, MO 65775

Debtor acknowledges and agrees that any notice, demand, request, consent, approval, declaration or other communication required to be sent to Debtor under this Security Agreement shall be effective if delivered as set forth above to Debtor's attorney, Joseph L. Johnson. Debtor further acknowledges and agrees that in the event the Secured Party files suit to exercise any right or remedy provided for in this Security Agreement, service of process may be accomplished by notifying the Debtor and Debtor's attorney, Joseph L. Johnson, as provided for in this paragraph 7(c).

(d) Severability. Whenever possible, each provision of this Security Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Security Agreement. This Security Agreement is to be read, construed and applied together with the Settlement which, taken together, set forth the complete understanding and agreement of the Secured Party and Debtor with respect to the matters referred to herein and therein.

(e) No Waiver; Cumulative Remedies. The Secured Party shall not by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Secured Party and then only to the extent therein set forth. A waiver by the Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have had on any future occasion. A failure to exercise or any delay in exercising on the part of the Secured Party of any right, power or privilege hereunder, shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. None

of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by the Secured Party and Debtor.

(f) Limitation By Law. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

(g) Termination of Security Agreement. Subject to the "Reinstatement" provisions of **Section 7(b)** hereof, this Security Agreement shall terminate upon the Secured Party's written acknowledgement of Debtor's payment of all of the Debt and all other Obligations and amounts due and owing to the Secured Party by Debtor pursuant to the Settlement Agreement and this Security Agreement (the "Final Payment"). The Secured Party shall provide said written acknowledgement within ten (10) business days after the Debtor's request for the written acknowledgement, but only after Final Payment has been made.

(h) Successors, Assigns and Heirs. This Security Agreement and all Obligations of Debtor hereunder shall be binding upon the successors, assigns, heirs, beneficiaries, and other legal representatives of Debtor (including any debtor-in-possession on behalf of Debtor) and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party, all future holders of any instrument evidencing any of the Obligations, and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner affect the lien granted to the Secured Party. Debtor may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Security Agreement.

(i) Counterparts. This Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

(j) GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE SETTLEMENT DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSOURI APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. DEBTOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN GREENE COUNTY, MISSOURI, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES PERTAINING TO THIS SECURITY AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OF THE SETTLEMENT DOCUMENTS. PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE THE SECURED PARTY FROM BRINGING SUIT

OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE SECURED PARTY. DEBTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND DEBTOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.

(k) WAIVER OF JURY TRIAL. THE PARTIES TO THIS SECURITY AGREEMENT HEREBY ACKNOWLEDGE AND AGREE THAT, IN THE EVENT A LAWSUIT IS COMMENCED CONCERNING ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE SETTLEMENT DOCUMENTS, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY SUCH LAWSUIT OR ACTION.

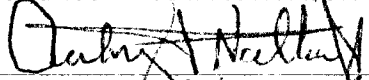
(l) Section Titles. The Section titles contained in this Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

(m) No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Security Agreement.

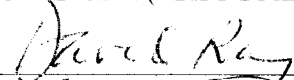
(n) Advice of Counsel. Each of the parties represents that said party is represented by counsel and that said party has discussed or had the opportunity to discuss this Security Agreement with its counsel. Each party further acknowledges that it has read and understands the terms of this Security Agreement.

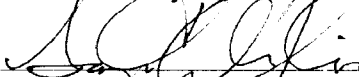
IN WITNESS WHEREOF, Debtor and Secured Party have caused this Security Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

AUBREY P. NATHAN, Jr. ("DEBTOR")


Address: 215 W. TT RD
CENTER MOUNT. TR TOWNSHIP

RAY & FISHER ("SECURED PARTY")

By: 
David Ray

By: 
George Chester Fisher

SCHEDULE A TO SECURITY AGREEMENT

(1) The general intangibles and trademarks set forth on Schedule C hereto, all prints and labels on which said trademarks have appeared or appear, designs and general intangibles of like nature, all goodwill relating to such trademarks, all right, title and interest therein and thereto, and all registrations and recordings thereof, all contracts and contract rights in the general intangibles of the Debtor, including without limitation, any contract for the sale of the trademarks or any or all of Debtor's interest in the trademarks, and all reissues, extensions or renewals thereof (the foregoing are herein called, individually and collectively, the **"Trademarks"**);

(2) the right to sue and retain the proceeds for infringements or dilution, past, present and future, of any and all rights in the Trademarks or injury to the goodwill associated therewith;

(3) License Agreements. That certain Amended and Restated License Agreement dated February 5, 2004 between Debtor and Pat Acquisition, LLC, and all sublicense and further sublicense agreements now or hereafter existing thereunder and all other agreements, including, without limitation, agreements for the sale of the Trademarks, now existing or hereafter created, and any and all additions, supplements or other modifications thereof, now or hereafter in effect (the foregoing agreements are herein called, individually and collectively, the **"License Agreement"** or **"License Agreements"**);

(4) all proceeds of any and all of the foregoing, including, without limitation, claims against third parties for losses, infringements or destruction of, or damage to, the foregoing.

**SCHEDULE B TO SECURITY AGREEMENT
(LIENS, SECURITY INTERESTS and LICENSE AGREEMENTS)**

- (1) Lathrop & Gage Security Interest filed and recorded with the USPTO on February 19, 2008, Reel/Frame: 3721/0677.
- (2) Amended and Restated License and Royalty Agreement Between Aubrey Tink Nathan, Jr. and Pat Acquisition, LLC dated February 4, 2004.

TO BE COMPLETED AND VERIFIED BY DEBTOR

**SCHEDULE C TO SECURITY AGREEMENT
(TRADEMARKS)**

(1) The following specific Trademarks and goodwill relating thereto:

<u>Trademark</u>	<u>Ser. No. / Reg. No.</u>	<u>Reg. Owner</u>	<u>Reg. Date</u>	<u>Exp. Date</u>
TINK'S (Stylized)	Ser. No. 73270752 Reg. No. 1207374	Aubrey P. Nathan, Jr.		
TINK'S	Ser. No. 76417360	Aubrey P. Nathan, Jr.		
TINK'S	Ser. No. 76417361	Aubrey P. Nathan, Jr.		
TINK'S TOTAL PROTECTION	Ser. No. 73601249 Reg. No. 1456049	Aubrey P. Nathan, Jr.		
TINK'S TOTAL PROTECTION	Ser. No. 76417362	Aubrey P. Nathan, Jr.		

TO BE COMPLETED AND VERIFIED BY DEBTOR

**EXHIBIT 1 TO SECURITY AGREEMENT
ASSIGNMENT FOR SECURITY (TRADEMARKS)**

WHEREAS, *Aubrey P. Nathan, Jr.* (herein referred to as "Assignor") has adopted, used and is using or otherwise holds an interest in the trademarks listed on the annexed Schedule A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is indebted to *Ray & Fisher*, a Missouri general partnership (herein referred to as "Assignee"), and has entered into a Security Agreement (the "Agreement") in favor of Assignee; and

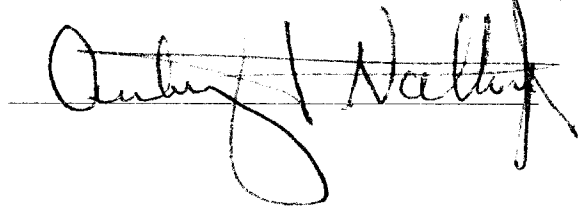
WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage and lien on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill represented by and relating to the Trademarks and the applications and registrations, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Property"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, lien and mortgage on the Property to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of this 18 day of JUNE, 2008.

AUBREY P. NATHAN, Jr. ("DEBTOR")

A handwritten signature in black ink, appearing to read "Aubrey P. Nathan, Jr.", written over a horizontal line.

TEXAS
STATE OF MISSOURI)
Kendall) SS.
COUNTY OF GREENE)

On this 18th day of June, 2008, before me personally appeared Aubrey P. Nathan, Jr., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires: 10-17-08

**SCHEDULE 1 TO ASSIGNMENT FOR
SECURITY TRADEMARKS**

<u>Trademark</u>	<u>Ser. No. / Reg. No.</u>	<u>Reg. Owner</u>	<u>Reg. Date</u>	<u>Exp. Date</u>
TINK'S (Stylized)	Ser. No. 73270752 Reg. No. 1207374	Aubrey P. Nathan, Jr.		
TINK'S	Ser. No. 76417360	Aubrey P. Nathan, Jr.		
TINK'S	Ser. No. 76417361	Aubrey P. Nathan, Jr.		
TINK'S TOTAL PROTECTION	Ser. No. 73601249 Reg. No. 1456049	Aubrey P. Nathan, Jr.		
TINK'S TOTAL PROTECTION	Ser. No. 76417362	Aubrey P. Nathan, Jr.		

TO BE COMPLETED AND VERIFIED BY DEBTOR

**EXHIBIT 2 TO SECURITY AGREEMENT
ASSIGNMENT FOR SECURITY (LICENSE AGREEMENTS)**

WHEREAS, *Aubrey P. Nathan, Jr.* (herein referred to as "Assignor") is indebted to *Ray & Fisher*, a Missouri general partnership (herein referred to as "Assignee"), and has entered into a Security Agreement (the "Agreement") in favor of Assignee; and

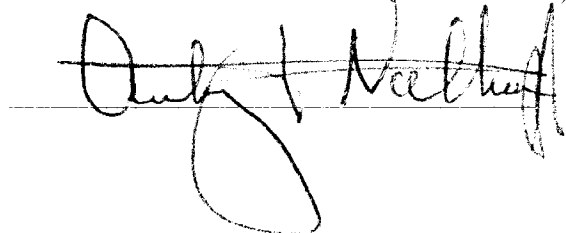
WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage and lien on, all of Assignor's right, title and interest in and to and the benefits and the proceeds of that certain Amended and Restated License Agreement dated February 5, 2004, between Assignor and Pat Acquisition, LLC, a Delaware limited liability company (the "License Agreement"), and all sublicense agreements or other agreements now or hereafter existing thereunder, and any and all amendments, addendums, additions, supplements or other modifications thereof (collectively, the "Property"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, lien and mortgage on, the Property to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of this 18 day of JUNE, 2008.

AUBREY P. NATHAN, Jr. ("DEBTOR")

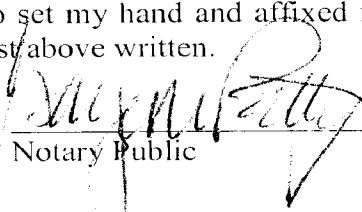
A handwritten signature in dark ink, appearing to read "Aubrey P. Nathan, Jr.", is written over a horizontal line. The signature is stylized with a large, looping initial 'A' and a long, sweeping underline.

TEXAS
STATE OF MISSOURI)
KENDALL) SS.
COUNTY OF GREENE)

On this 18th day of June, 2008, before me personally appeared Aubrey P. Nathan, Jr., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires: 10-17-08



Notary Public

APPROVAL OF PAT ACQUISITION, LLC

PAT Acquisition, LLC, a Delaware limited liability company, as “Licensee” under that certain Amended and Restated License and Royalty Agreement dated February 5, 2004, between Aubrey P. Nathan, Jr. and Pat Acquisition, LLC (the “License Agreement”), being duly advised, hereby approves and consents to Aubrey P. Nathan, Jr. granting and Ray & Fisher, a Missouri general partnership, taking the security interest described above in and to the Collateral set forth on Schedule A of the this Security Agreement. PAT further acknowledges and agrees to the “Right of First Refusal” set forth in Section 5 above.

The undersigned hereby affirms that he is authorized to act on behalf of PAT Acquisition, LLC and to execute this instrument on its behalf.

AGREED TO AND APPROVED BY:

PAT ACQUISITION, LLC

By: _____

its: _____

Date: _____

STATE OF _____)
)
COUNTY OF _____) SS.

On this ____ day of _____, 2008, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed and that he is authorized on behalf of PAT Acquisition, LLC to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: